

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Stroock & Stroock & Lavan Seven Hanover Square New York, New York 10004		2. Registration No. 5141
3. Name of foreign principal Palestinian National Authority	4. Principal address of foreign principal Gaza City, Gaza	

5. Indicate whether your foreign principal is one of the following type:

- ☒ Foreign government
- ☐ Foreign political party
- ☐ Foreign or ☐ domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state: Palestinian National Authority

a) Branch or agency represented by the registrant.

Mohammed Rachid, Economic Advisor to
the President

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Not applicable

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page may be used.)*

Not applicable

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable

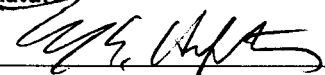
Date of Exhibit A

April 18, 1996

Name and Title

Thomas E. Heftler
Managing Partner

Signature



U.S. Department of Justice
Washington, DC 20530

Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 1105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Stroock & Stroock & Lavan	514/ Palestinian National Authority

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Activities to be agreed upon but to be limited to those described in the aforesaid Memorandum of Understanding. It is expected that all activities will be commercial in nature.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Registrant has been directed by the Foreign principal to represent it in connection with negotiations with private entities in connection with various commercial infrastructure projects and in connection with discussions with public agencies and administrative bodies in connection with such projects. Under the terms of the Memorandum of Understanding that the Registrant has signed with the Foreign Principal, the Registrant may also represent the Registrant in connection with other matters and in proceedings before the courts, agencies and administrative bodies of the federal and state governments of the United States as well as before any international agency, entity or tribunal.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹

Yes ☐ No ☒ See no. 5 above.

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
April 18, 1996	Thomas E. Heftler Managing Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

MEMORANDUM OF UNDERSTANDING

This agreement is entered into between the PALESTINIAN NATIONAL AUTHORITY (the "PNA") and STROOCK & STROOCK & LAVAN ("SSL").

WHEREAS, the PNA desires to retain an outside law firm to serve as its legal advisor with respect to activities which include, but are not limited to, matters of United States private and public law.

NOW THEREFORE, the parties hereto agree as follows:

1. At the direction of the PNA, SSL will render advice and legal services relating to commercial, financial or judicial matters as well as to matters of public law and treaty. SSL is prepared to represent the PNA in proceedings before the courts, agencies and administrative bodies of the federal and state governments of the United States as well as before any international agency, entity or tribunal. SSL will represent diligently, at all times, the interests of the PNA to the best of its professional abilities.

2. SSL understands that it is to be compensated for the rendering of routine legal advice and services with a quarterly fee of \$ 21,000, payable on the first day of each calendar quarter (January 1, April 1, July 1 and October 1). The first such payment will be payable on April 1, 1996 in the amount of \$ 21,000. In the event the PNA requests SSL to render legal advice or services in connection with commercial or financial transactions, litigation or other complex matters, SSL and the PNA will discuss such representation and come to an agreement as to SSL's compensation for such representation.

3. The PNA understands that SSL's representation of it may subject SSL to registration requirements under the United States Foreign Agent Registration Act and consents to any such registration.

4. The above constitutes a contractual relationship by and between the PNA and SSL. SSL's statements will be issued from and paid to the following address:

Stroock & Stroock & Lavan
Seven Hanover Square
19th Floor
New York, New York 10004
U.S.A.
Attention: James R. Tanenbaum

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IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed by its duly authorized representative as of February 5, 1996.


STROOCK & STROOCK & LAVAN

By:


James R. Tanenbaum

PALESTINIAN NATIONAL AUTHORITY

By:


Mohamed Rachid